

REMARKS/ARGUMENTS

Claims 1-32 are pending. Claims 1-32 were rejected.

35 U.S.C. § 102 Rejections

In the Office Action dated June 4, 2007 (hereinafter “Office Action”), Claims 1-7 were rejected as being unpatentable over U.S. Patent No. 7,120,250 to Cadelore (hereinafter “*Cadelore*”). Applicants respectfully submit that Claims 1-7 are patentable over *Cadelore*. Claim 1 recites as follows:

A method of securing electronic data, the method comprising:
receiving electronic data;
receiving a selection of one of a plurality of digital rights management systems; and
encrypting said received electronic data in accordance with the selected digital rights management system
(emphasis added).

Cadelore does not disclose receiving a selection of one of a plurality of digital rights management systems. The Office Action asserts that *Cadelore* discloses these elements in Col. 5 lines 1-12, which read as follows:

the file delivered to the customer is stored with **selected portions** multiply encrypted. In one example, not intended to be limiting, if the content is stored as MPEG data, one can encrypt all of the MPEG I frames or video slice headers to achieve a substantial level of encryption without need to encrypt the entire file. Any other suitable **selective encryption** arrangement can also be used without limitation. Once a selected portion of the audio and/or video is selected for encryption, the selected portions are duplicated and encrypted. In this example, the **selected portions** are encrypted under an encryption arrangement consistent with DRM A in one case and consistent with DRM B in the other
(emphasis added).

Neither this passage nor any other in *Cadelore* discloses receiving a selection of one of a plurality of digital rights management systems, as claimed in Claim 1. On the contrary, the only “selection” disclosed anywhere in *Cadelore* is that associated with “selective encryption,” which *Cadelore* explains as follows:

selected portions of a particular selection of digital content are encrypted using two (or more) encryption techniques while other portions of the content

are left unencrypted. By properly selecting the portions to be encrypted, the content can effectively be encrypted for use under multiple decryption systems without the necessity of encryption of the entire selection of content.

Candelore, Col. 3 lines 20-27. Thus, *Candelore* discloses merely determining a particular selection of content to be encrypted in accordance with multiple encryption schemes.

Candelore explicitly does not disclose receiving a selection of **one** of a plurality of digital rights management systems—because *Candelore* discloses that portions of content are encrypted with **multiple** encryption schemes, there is no need for *Candelore* to disclose that a single **one** of those encryption schemes is selected, let alone that such a selection is **received**. And *Candelore* does not in fact disclose as much. Therefore, *Candelore* does not anticipate each and every element of Claim 1, and Applicants respectfully submit that Claim 1 is in condition for allowance.

Similarly, *Candelore* does not anticipate Claim 2 not only because Claim 2 depends from allowable independent Claim 1, but also because *Candelore* does not disclose receiving data encrypted according to a first digital rights management system, wherein the first and **selected** digital rights management systems are different. As discussed in reference to Claim 1, *Candelore* deals with a method of encrypting content using **multiple** digital rights management scenarios without disclosing that a single one of such scenarios is selected. Therefore, even if *Candelore* did disclose receiving data encrypted according to a first digital rights management system, *Candelore* does not disclose that there is a **selected** system for the first system to be different from. Therefore, *Candelore* does not anticipate each and every element of Claim 2, and Applicants respectfully submit that Claim 2 is in condition for allowance.

Applicants respectfully submit that Claim 3 is also in condition for allowance not only because Claim 3 depends from allowable independent Claim 1, but also because *Candelore* does not disclose decrypting the received electronic data according to the first digital rights management system, as claimed in Claim 3. It is clear from the Application that the steps of the method described in Claim 3 take place on a “DRM Computer 200” that is distinct from a consumer’s computer or other content player. *See* Figs. 1 and 2 and associated text. It is equally clear that the cited portion of *Candelore* discloses merely that a consumer’s content player (not a DRM Computer) can decrypt encrypted content. Thus, *Candelore* does

not disclose decrypting the received electronic data according to the first digital rights management system, as claimed in Claim 3. Therefore, *Candelore* does not anticipate each and every element of Claim 3, and Applicants respectfully submit that Claim 3 is in condition for allowance.

Applicants respectfully submit that Claim 4 is in condition for allowance not only because Claim 4 depends from allowable independent Claim 1, but also because *Candelore* does not disclose either “receiving a selection of one of a plurality of compression techniques” or “reformatting data in accordance with the selected compression technique.” The Office Action asserts that *Candelore* discloses these elements in its specification from Col. 5 line 64 to Col. 6 line 12. Those lines read as follows:

FIG. 5 depicts an exemplary section of **encrypted** content with the byte offset location illustrated at the beginning of the section of **encrypted** content. The next segment of data is DRM A **encrypted content** 502 that lasts for a duration determined by the encryption quanta (either predefined or encoded in the encryption pointers). The next segment of **encrypted content** 506 is encrypted under DMA B's **encryption** scheme and lasts for a duration again defined by the encryption quanta. By using a predefined **encryption** quanta, the encryption pointers are simplified. By specifying the size of the **encrypted** segment, the size can be varied to achieve a more flexible **encryption** scheme, at the sacrifice of efficiency in the **encryption** pointers. Note that in the case of a predefined **encryption** quanta, multiple consecutive segments can be **encrypted** to achieve the effect of longer segments of encrypted content.

(emphasis added). Thus, the cited passage, like *Candelore* generally, completely fails to address compression techniques, as are claimed in Claim 4. Rather, the cited passage, like *Candelore* generally, deals exclusively with **encryption** techniques. *Candelore* discusses compression only in the most cursory fashion, and then only to criticize current DRM solutions are being too tightly coupled with compression algorithms. *See* Col. 2 lines 8-9. Thus, *Candelore* teaches away from the invention claimed in Claim 4 to the extent that the invention exhibits a coupling between digital rights management and compression.

Because *Candelore* discloses nothing about receiving a selection of one of a plurality of **compression** techniques and further because *Candelore* discloses nothing about reformatting data in accordance with the selected **compression** technique, *Candelore* does not anticipate each and every element of Claim 4, and Applicants respectfully submit that Claim 4 is in condition for allowance.

Applicants respectfully submit that Claims 5-7 are in condition for allowance not only because Claims 5-7 depend from allowable Claims 1 and 4, but also because, as discussed above in reference to Claim 1, *Candelore* does not disclose that there is any need to make a selection of a single digital rights management system, as claimed in Claims 5-7. By contrast, *Candelore* discloses that content may be encrypted using **multiple** simultaneous digital rights management scenarios. Therefore, *Candelore* does not disclose that a single **one** of a plurality of digital rights management systems is **selected** in any fashion, let alone selected by a consumer as in Claim 5, by an operator as in Claim 6, or by a software module as in Claim 7. Furthermore, as discussed above with reference to Claim 4, *Candelore*'s disclosures deal exclusively with **encryption** techniques, not compression techniques. Therefore, *Candelore* also does not disclose that a compression technique is selected in any fashion, let alone selected by a consumer as in Claim 5, by an operator as in Claim 6, or by a software module as in Claim 7. Therefore, *Candelore* does not anticipate each and every element of Claims 5-7, and Applicants respectfully submit that Claims 5-7 are in condition for allowance.

Claim 19 was rejected under 35 U.S.C. § 102(e) as being anticipated by Published U.S. Patent Application No. 2006/0062426 to Levy et al. (hereinafter “*Levy*”). However, *Levy* does not disclose either “receiving electronic data encrypted according to a first digital rights management system” or “receiving a selection of one a plurality of digital rights management systems to be applied to the data, wherein the first digital rights management system and the selected digital rights management system are different,” as claimed in Claim 19.

First, *Levy* does not disclose “receiving electronic data **encrypted** according to a first digital rights management system,” as claimed in Claim 19. On the contrary, according to the cited paragraph and its surrounding context, *Levy* discloses receiving **unencrypted** electronic data. The Office Action cites to Para. 96 in *Levy* to support the assertion that *Levy* anticipates Claim 19. That paragraph discloses that “Usage Rights” may be created for a “production master” via a GUI and that such usage rights may be described in a number of manners. The immediately preceding paragraphs explain that while a “production master” may be watermarked, a “production master” is not encrypted—indeed determining the usage rights

that will be encrypted into the unencrypted content is the focus of the disclosure in Para. 96. Thus, *Levy* does not disclose “receiving electronic data encrypted according to a first digital rights management system” as claimed in Claim 19.

Second, *Levy* also does not disclose “receiving a selection of one a plurality of digital rights management systems to be applied to the data, wherein the first digital rights management system and the selected digital rights management system are different,” as further claimed in Claim 19. As discussed above, *Levy* does not disclose that received data is encrypted with a first digital rights management system, so *Levy* cannot disclose that the first digital rights management system differs from anything, let alone that it differs from a selected digital rights management system, as claimed in Claim 19.

Moreover, *Levy* also does not disclose “receiving a selection of one a plurality of digital rights management systems to be applied to the data,” as claimed in Claim 19. On the contrary, *Levy* discloses merely that “usage rights” may be defined for a piece of content. The specification explains that “[u]sage rights identify permissible (or restricted) actions or uses associated with content. A few of the many examples include play control, encryption requirements, rendering restrictions, required permissions, etc.” *Levy*, para. 9. By contrast, according to the Application, a digital rights management system “refers to devices or techniques for controlling the access and/or the distribution of data.” Para. [6]. In other words, a digital rights management system as claimed in Claim 19 is a system that **implements** the restrictions on “usage rights” as disclosed in *Levy*.

Put simply, although usage rights and digital rights management systems are related concepts, they are not the same, and disclosure of one does not anticipate the other. Therefore, although *Levy* may disclose that “usage rights” may be defined for a piece of content, such a disclosure does not anticipate “receiving a selection of one a plurality of **digital rights management systems** to be applied to the data,” as claimed in Claim 19, because usage rights may be defined without the need for a digital rights management system.

Accordingly, *Levy* does not anticipate each and every element of Claim 19, and Applicants respectfully submit that Claim 19 is in condition for allowance.

35 U.S.C. § 103 Rejections

Claims 8, 10, 20, 23, 24, and 25-26 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Levy* in view of *Candelore*. Applicant respectfully submits that Claims 8, 10, 20, 23, 24, and 25-26 are patentable over *Levy* in view of *Candelore*.

Claim 8 is not rendered obvious by *Levy* in view of *Candelore* in part because, as discussed above with reference to Claims 1 and 5, *Candelore* does not disclose “receiving a user selection of a first digital rights management system,” as claimed in Claim 8. On the contrary, *Candelore* discloses merely that portions of content are encrypted with **multiple** encryption schemes. There is therefore no need for *Candelore* to disclose that a single first encryption scheme is selected, let alone that such a selection is made by a user. And *Candelore* does not in fact disclose any such thing.

Claim 8 is also not rendered obvious by *Levy* in view of *Candelore* because there would have been no motivation for an ordinarily skilled practitioner to combine those two references. The Office Action argues otherwise, asserting that such a practitioner would have been motivated to combine *Candelore* with *Levy* in order to add to the latter “the benefit of using two digital rights management systems within the same program to obfuscate the operation of the executing software providing protection against piracy.” Office Action, page 5. The Office Action’s assertion is correct as far as it goes: using two digital rights management systems within the same program, as disclosed by *Candelore*, would likely have obfuscated the operation of the executing software, which may indeed have provided protection against piracy. Such a combination of *Levy* and *Candelore* would likely create a useful, if not patentable, invention—just not the invention claimed in Claim 8 or in any other claim in the Application. This statement bears repeating: given the motivation described by the Office Action, *Levy* and *Candelore* suggest the desirability of an invention **that is not claimed** in the Application. Accordingly, as discussed further below, the Office Action has not stated a *prima facie* case of obviousness as regards Claim 8.

It is well established that the prior art must suggest the desirability **of the claimed invention**. MPEP 2143.01. Obviousness can only be established where there is some teaching, suggestion, or motivation to combine or modify the teachings of the prior art **to produce the claimed invention**. *In re Kahn*, 441 F.3d 977, 986, 78 USPQ2d 1329, 1335 (Fed. Cir. 2006) (emphasis added). See also *KSR Intern. Co. v. Teleflex Inc.*, 127 S.Ct. 1727,

1741 (2007) (explaining that it is generally “important to identify a reason that would have prompted a person of ordinary skill in the relevant field to combine the elements **in the way the claimed new invention does**” (emphasis added)).

It is equally well established that the motivation-suggestion-teaching requirement exists to guard against using hindsight in an obviousness analysis. *Id.* However, the entire motivation-suggestion-teaching requirement is rendered meaningless if the only motivation that need be shown is that the combination of two prior art references would result in some (any) kind of benefit, regardless of that benefit’s relevance to the claimed invention in particular. If such were the test, then the motivation-suggestion-teaching requirement would be little more than a mechanism to justify or hide hindsight analysis. Furthermore, if such were the test, then motivation could be found to combine virtually **any** two references merely by making a rote recitation of some benefit provided by one of them.

To illustrate, say for the sake of argument that “encrypting the reformatted files according to the selected digital rights management system,” as in Claim 8, was disclosed somewhere in the specification of a randomly chosen software patent, such as U.S. Patent No. 7,043,025 to Alldredge (hereinafter “*Alldredge*”), a patent claiming inventions related to online gambling transactions. If the prior art need not suggest the desirability of any particular claimed invention, it could then be argued that it would have been obvious to use the teachings of *Levy* in conjunction with those of *Alldredge* for the benefit of having a “communications system with a borderless reach that provides secure, private business transactions,” notwithstanding the fact that the inventions claimed in the Application have nothing to do with borderless business transactions. The point is that there can be said to be **some** benefit to making a combination of virtually any two patents. And if the mere existence of any benefit is enough to suggest a motivation to combine, then the motivation-suggestion-teaching requirement becomes meaningless.

Applicants respectfully submit that there is no teaching, suggestion, or motivation to combine *Levy* and *Candelore* in order to produce the claimed invention. Had an ordinarily skilled practitioner been motivated, as asserted by the Office Action, to seek “the benefit of using two digital rights management systems...,” that practitioner would have produced an invention that is not claimed in the Application.

Applicants further respectfully submit that any teaching, suggestion, or motivation to combine *Levy* with *Candelore* can only be found by using the Application as a blueprint for piecing together individual claim components in hindsight. By analyzing the invention claimed in Claim 8, the Office Action has identified a particular set of components, including (A) “receiving a plurality of digital data files, the files utilizing a plurality of different file format types” and (B) “receiving a user selection of a first digital rights management system.” *Levy* is said to disclose A, but not B. At the time the invention claimed in Claim 8 was made, there was nothing to suggest to an ordinarily skilled practitioner that there was any need to combine A with B in order to produce (in part) the invention claimed in Claim 8. Only since Applicants invented the invention claimed in Claim 8 is it possible to look back and attempt to piece together components from *Levy* and *Candelore* using Claim 8 as a template. Such a retrospective component parts analysis is expressly forbidden:

In making the assessment of differences, section 103 specifically requires consideration of the claimed invention “as a whole.” Inventions typically are new combinations of existing principles or features. The “as a whole” instruction in title 35 prevents evaluation of the invention part by part.

Without this important requirement, an obviousness assessment might break an invention into its component parts (A + B + C), then find a prior art reference containing A, another containing B, and another containing C, and on that basis alone declare the invention obvious. This form of hindsight reasoning, using the invention as a roadmap to find its prior art components, would discount the value of combining various existing features or principles in a new way to achieve a new result—often the very definition of invention.

Ruiz v. A.B. Chance Co., 357 F.3d 1270, 1275 (Fed. Cir. 2004) (internal citations omitted); see also, e.g., *Texas Instruments Inc. v. U.S. Intern. Trade Com'n*, 988 F.2d 1165, 1178 (Fed. Cir. 1993) (holding that it is impermissible to “piece the invention together using the patented invention as a template” when the “references in combination do not suggest the invention as a whole”); *Env'l. Designs, Ltd. v. Union Oil Co.*, 713 F.2d 693, 698 (Fed. Cir. 1983) (noting that “**virtually all [inventions] are combinations of old elements**”).

Recent U.S. Supreme Court jurisprudence supports this conclusion. See *KSR*, 127 S.Ct. at 1741 (“[A] patent composed of several elements is not proved obvious merely by demonstrating that each of its elements was, independently, known in the prior art.”). In that case, the Supreme Court explained that when conducting a § 103 obviousness analysis, it is generally “important to identify a reason that would have prompted a person of ordinary skill

in the relevant field to combine the elements **in the way the claimed new invention does.”** *Id.* (emphasis added). The proper question to ask is whether a “designer of ordinary skill, facing the wide range of needs created by developments in the field of endeavor, would have seen a benefit to upgrading” a piece of prior art in a manner that leads to the claimed invention. *See id.* at 1744. In *KSR*, the proper inquiry was whether such a designer would have seen a benefit to upgrading one reference by adding a modular sensor, such as was described in another reference, and **such as was claimed in the claim at issue.** *Id.*

Following this reasoning, the proper inquiry regarding Claim 8 is whether an ordinarily skilled designer would have seen a benefit to upgrading *Levy* in a manner as is described in Claim 8. Claim 8 does not claim anything relating to the use of two digital rights management systems, so even if the Office Action’s assertion were correct, it is simply not relevant that one may have been motivated to upgrade *Levy* “for the benefit of using two digital rights management systems.”

Accordingly, the Office Action has failed to establish that an ordinarily skilled practitioner would have had any reason to combine the teachings of *Levy* with those of *Candelore* for the benefit of producing the invention claimed in Claim 8, and the Office Action has therefore not stated a *prima facie* case of obviousness as regards Claim 8. Applicants respectfully submit that Claim 8 is in condition for allowance.

Claim 23 is not rendered obvious by *Levy* in light of *Candelore* for several reasons. First, *Levy* does not disclose or even suggest a “file format type **library** comprising a plurality of **classes**, each class configured to create a software **module** configured to read data using a different file format type,” as claimed in Claim 23. Nor does *Levy* disclose a “file writer **library** comprising a plurality of **classes**, each class configured to create a software **module** configured to write to a different file format type,” as also claimed in Claim 23. The cited portion of *Levy* suggests only that usage rights information may be created for content using a computer. Neither the cited portion of *Levy*, nor any other portion of *Levy* teaches or even suggests that the computer organizes file formats or file writers into libraries comprising classes configured to create software modules. Indeed, *Levy* is completely silent regarding libraries and classes, and *Levy* discloses the use of software modules only as regards the provision of a graphical user interface, *see Levy* Claim 31. Similarly, *Candelore*

does not teach or suggest an “encryption **library** comprising a plurality of **classes**, each class configured to create a software **module** configured to encrypt data according to a particular digital rights management system,” as claimed in Claim 23.

In addition, as discussed at length above with reference to Claim 19, *Levy* does not disclose “select a first digital rights management encrypting class from the plurality comprising the digital rights management systems library” or “encrypt the input data according to the first digital rights management system encrypting class,” as claimed in Claim 23. Rather, *Levy* discloses merely that “usage rights” may be defined for a piece of content. And, as discussed with reference to Claim 19, “usage rights” are not the same as digital rights management systems, and they are certainly not the same as a first digital rights management encrypting class.

Furthermore, as discussed above with reference to Claim 8, the Office Action has not met its burden to show that the prior art contains a teaching, suggestion, or motivation to combine *Levy* and *Candelore* in order to produce the claimed invention.

For the reasons just discussed, the Office Action has not stated a *prima facie* case of obviousness for Claim 23, and Applicants respectfully submit that Claim 23 is in condition for allowance.

Claim 10 is allowable at least because it depends from Claim 8, which has been shown to be allowable. In addition, Claim 10 is allowable because *Levy* does not disclose or suggest “**dynamically creating** at least one of a format object or a writer object...,” as claimed in Claim 10. Neither the cited paragraph nor any other portion of *Levy* teaches or suggests that objects are dynamically created, let alone that at least one of a format object or a writer object are dynamically created. Therefore, the Office Action has not stated a *prima facie* case of obviousness for Claim 10, and Applicants respectfully submit that Claim 10 is in condition for allowance.

Claim 20 is allowable at least because it depends from Claim 19, which has been shown to be allowable. In addition, Claim 20 is allowable because *Candelore* does not disclose or suggest that “the first and the selected digital rights management systems differ...” as claimed in Claim 20. As discussed in reference to Claims 1 and 2, *Candelore*

deals with a method of encrypting content using **multiple** digital rights management scenarios without disclosing that a single one of such scenarios is selected. Therefore, *Candelore* does not disclose that there is a **selected** system for the first system to be different from. Therefore, the Office Action has not stated a *prima facie* case of obviousness for Claim 20, and Applicants respectfully submit that Claim 20 is in condition for allowance.

Claims 24-26 are allowable at least because they depend from Claim 23, which has been shown to be allowable. In addition, Claims 24-26 are allowable because, as discussed above with reference to Claim 23, *Candelore* does not disclose or suggest compression or decompression format **libraries**, comprised of **classes** that create software **modules**, as claimed in Claims 24-26. Therefore, the Office Action has not stated a *prima facie* case of obviousness for Claims 24-26, and Applicants respectfully submit that Claims 24-26 are in condition for allowance.

Claims 11-18, 27, and 31 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Levy* in view of Published U.S. Patent Application No. 2003/0046274 to Erickson (hereinafter “*Erickson*”). However, Applicants respectfully submit that Claims 11-18, 27, and 31 are patentable over *Levy* in view of *Erickson*.

Claims 11 and 27 are not rendered obvious at least because *Erickson* does not disclose or even suggest “creating the output file according to the second file format type, wherein the output file contains the encrypted data,” as claimed in Claims 11 and 27. On the contrary, *Erickson* is directed entirely at leaving the file format of a content file **unchanged**. *Erickson* explains that its invention “allows participants to appear to use the same media formats, whereas they are really using a secure container having a wrapper in a format defined by the present invention.” *Erickson*, para. 21. While this explanation is not as crystal clear as might be desired, it is clear from the remainder of its specification that *Erickson’s* invention allows content to remain in an original arbitrary file format, but wraps the original file format in a “wrapper” that makes the content **appear** to be in a different format. Thus, *Erickson* does not disclose or suggest that output files containing encrypted data need to be created in a second file format type, as claimed in Claims 11 and 27. On the contrary, *Erickson* discloses merely that an file in a first file format containing encrypted data may be

wrapped in a wrapper. Therefore, the Office Action has not stated a prima facie case of obviousness for Claims 11 and 27, and Applicants respectfully submit that Claims 11 and 27 are in condition for allowance.

Claims 12-14 are not rendered obvious at least because *Erickson* does not disclose or even suggest “determining a first compression format,” as claimed in Claim 12, or “decompressing compressed data from the input file according to the first compression format,” as claimed in Clam 13, let alone dealing with a **second** compression format, as claimed in Clam 14. On the contrary, the cited portion of *Erickson* is completely silent as regards compression formats and decompressing compressed data. Therefore, the Office Action has not stated a prima facie case of obviousness for Claims 12-14, and Applicants respectfully submit that Claims 12-14 are in condition for allowance.

Claims 15-17 and 31 are allowable at least because they depend from allowable claims. In addition, Claims 15-16 are allowable at least because *Levy* does not disclose or even suggest “receiving an identifier of a second digital rights management system used in the input file, the second digital rights management system being one of a plurality of pre-determined digital rights management systems,” as claimed in Claim 15, or “decrypting the input data according to the rules of the second digital rights management system,” as claimed in Claim 16. On the contrary, the cited portions of *Levy* deal merely with “usage rights.” And as discussed with reference to Claim 19, “usage rights” are not the same as digital rights management systems. Therefore, defining usage rights, as disclosed in *Levy*, does not suggest “receiving an identifier of a second digital rights management system,” as claimed in Claim 15. Similarly, managing usage rights registries, as disclosed in *Levy*, does not suggest “decrypting the input data according to the rules of the second digital rights management system,” as claimed in Claim 16. For the reasons set out above, the Office Action has not stated a prima facie case of obviousness for Claims 15-17 and 31, and Applicants respectfully submit that those claims are in condition for allowance.

Claim 18 is allowable at least because it depends from Claim 15, which has been shown to be allowable. In addition, Claim 18 is allowable because the cited portion of *Levy*,

Fig. 12, does not teach, hint at, or even vaguely suggest that rules are mapped or “translated” from one system into another, as claimed in Claim 18. *Levy*’s Fig. 12 suggests no such mapping or translation. Therefore, the Office Action has not stated a *prima facie* case of obviousness for Claim 18, and Applicants respectfully submit that Claim 18 is in condition for allowance.

Claims 28-30 and 32 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Levy* in view of *Erickson* and further in view of *Candelore*. However, Applicants respectfully submit that Claims 11-18, 27, and 31 are patentable over *Levy* in view of *Erickson* and further in view of *Candelore*.

First, Claims 28-30 and 32 are allowable because, as discussed above in reference to Claim 8, the Office Action has not met its burden to show that the prior art contains a teaching, suggestion, or motivation to combine *Levy* and *Erickson* with *Candelore* in order to produce the inventions claimed anywhere in the Application. Second, all four claims are allowable at least because they depend from claims that have been shown to be allowable.

In addition, Claims 28-29 are allowable because, as discussed above in reference to Claim 4, *Candelore* does not disclose or suggest determining first or second compression formats, compressing data, or decompressing compressed data, as variously claimed in Claims 28-29. The cited passage of *Candelore*, like *Candelore* generally, completely fails to address compression techniques. Rather, the cited passage, like *Candelore* generally, deals exclusively with **encryption** techniques. *Candelore* discusses compression only in the most cursory fashion, and then only to criticize current DRM solutions are being too tightly coupled with compression algorithms. See *Candelore*, Col. 2 lines 8-9. Therefore, *Candelore* does not anticipate each and every element of Claims 28-29, and Applicants respectfully submit that Claims 28-29 are in condition for allowance.

Claim 30 is also allowable because *Levy* does not disclose or suggest anything to do with a second digital rights management system, as claimed in Claim 30. The Office Action cites *Levy*’s Fig. 12, which includes an element labeled “DRM-Protected Version (DRM ID 2).” However, it is clear from the text associated with Fig. 12 that *Levy* discloses merely a

single digital rights management system and that the “DRM ID 2” moniker indicates merely that the associated **content ID** is the second one in the Usage Rights Registry. *Levy* does not disclose or suggest a **second digital rights management system**, as claimed in Claim 30. Therefore, the Office Action has not stated a *prima facie* case of obviousness for Claim 30, and Applicants respectfully submit that Claim 30 is in condition for allowance.

Claim 32 is also allowable because the cited portion of *Levy* does not teach, hint at, or even vaguely suggest “**mapping** the retrieved digital rights management rules to rules according to rules of the first digital management system,” as claimed in Claim 32. As discussed above in reference to Claim 18, *Levy* suggests no such mapping or translation or rules from one system to another. Therefore, the Office Action has not stated a *prima facie* case of obviousness for Claim 32, and Applicants respectfully submit that Claim 32 is in condition for allowance.

Claims 9 and 21-22 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Levy* in view of *Candelore*, and further in view of *Erickson*. However, Applicants respectfully submit that Claims 9 and 21-22 are patentable over *Levy* in view of *Candelore*, and further in view of *Erickson*.

First, Claims 9 and 21-22 are allowable because, as discussed above in reference to Claim 8, the Office Action has not met its burden to show that the prior art contains a teaching, suggestion, or motivation to combine *Levy* with *Candelore* in order to produce any of the inventions claimed in the Application. Second, all three claims are allowable at least because they depend from claims that have been shown to be allowable.

In addition, Claim 9 is allowable because, as discussed above in reference to Claims 11 and 27, *Erickson* does not disclose or even suggest that “one of the received files is protected by a second digital rights management system” and is decrypted “in accordance with the first digital rights management system prior to reformatting,” as claimed in Claim 9. On the contrary, *Erickson* is directed entirely at leaving the file format of a content file **unchanged**. On the contrary, *Erickson* discloses merely that an file in a first file format containing encrypted data may be wrapped in a wrapper. Therefore, the Office Action has not

stated a prima facie case of obviousness for Claim 9, and Applicants respectfully submit that Claim 9 is in condition for allowance.

Claim 21 is also allowable for similar reasons. Because *Erickson* teaches and suggests only that the format of the content file is left unchanged (but is wrapped in a wrapper), *Erickson* does not teach or suggest that received data is recompressing according to a second compression technique, as claimed in Claim 21. Therefore, the Office Action has not stated a prima facie case of obviousness for Claim 21, and Applicants respectfully submit that Claim 21 is in condition for allowance.

Claim 22 is also allowable because *Levy* does not disclose or suggest anything to do with a second digital rights management system, as claimed in Claim 22. As discussed numerous times above, *Levy* discloses merely a single digital rights management system. *Levy* does not disclose or suggest a second digital rights management system, let alone that data is converted from a first file format type to a second file format type, as claimed in Claim 22. Therefore, the Office Action has not stated a prima facie case of obviousness for Claim 22, and Applicants respectfully submit that Claim 22 is in condition for allowance.

CONCLUSION

Applicant submits that all pending claims are in condition for allowance. Accordingly, early and favorable action allowing all of the pending claims and passing this Application to issue is respectfully requested. The Examiner is respectfully requested to contact the undersigned at the telephone number below if there are any remaining questions regarding this Application.

We believe the appropriate fees accompany this transmission. If, however, insufficient fee payment or fee overpayment occurs, the amount may be withdrawn or deposited from/to Axios Law Group's deposit account. The deposit account number is 50-4051.

Respectfully submitted,
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